

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release Road Maintenance Bond

**DEPARTMENT:** Public Works **DIVISION:** Roads-Stormwater

**AUTHORIZED BY:** W Gary Johnson, P.E. **CONTACT:** Michael K. Arnold **EXT.** 5622  
W. Gary Johnson, P.E., Director Michael K. Arnold, Division Manager

Agenda Date 09/27/05 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve release of Road Maintenance Bond #36286 in the amount of \$9,943.50 for the Wayside Estates Project.

District 5 – Commissioner Carey (Michael K. Arnold)

**BACKGROUND:**

A two-year maintenance inspection was conducted by staff for Wayside Estates. This project was determined to be satisfactory. Staff recommends release of this Road Maintenance Bond.

Attachment: Copy of Road Maintenance Bond

Reviewed by:  
Co Atty: N/A  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: [Signature]  
CM: [Signature]  
File No. CPWR02

Bond Number: 36286

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

That we Bovis Homes Florida, LLC whose address is 1916 Boothe Circle, Longwood, FL 32750, hereinafter referred to as "PRINCIPAL" and NOVA Casualty Company, whose address is 180 Oak Street, Buffalo, NY 14203, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ ( Nine Thousand Nine Hundred Forty Three and 50/100 ) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Wayside Estates, a plat of which is recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated \_\_\_\_\_, 19 \_\_\_\_\_, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from June 12, 2003.

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from June 12, 2003, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 12th day of June, 2003.

Address:

Ken Baumgardner  
321-303-3092

Bovis Homes Florida, LLC (SEAL)

By: \_\_\_\_\_ Principal  
Its \_\_\_\_\_ Member  
(if corporation)

A T T E S T : \_\_\_\_\_  
Its \_\_\_\_\_  
(if corporation)

CORPORATE SEAL  
NOVA Casualty Company  
Surety

FROM :BBM CLEARING

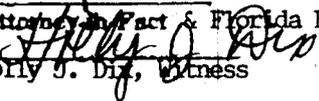
FAX NO. :

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SEMINOLE COUNTY LAND DEVELOPMENT CODE

Address: 180 Oak Street  
Buffalo, NY 14203

App E, LDC, through Supp 16.

By:   
 David B. Shick, Its Attorney-in-Fact & Florida Resident Agent  
 ATTEST:   
 Holly J. Dix, Witness

**POWER OF ATTORNEY**

No. 36286

Know all men by these Presents, that the **NOVA CASUALTY COMPANY**, a corporation of the State of New York, having its principal offices in the City of Buffalo, New York, does make, constitute and appoint

**\*\*\*DAVID B. SHICK, DAVID R. TURCIOS & MARK J CLEMENTS\*\*\***

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of  
**\*\*\*NOT TO EXCEED \$250,000\*\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **NOVA CASUALTY COMPANY** at a meeting duly called and held on the 18th day October, 1993:

"RESOLVED, that the President, and Vice President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In Witness Whereof, the **NOVA CASUALTY COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 21st day of October, 1993.

Attest:

**NOVA CASUALTY COMPANY**

*Harsha Acharya*

Harsha Acharya, Secretary



*Norman F. Ernst*

Norman F. Ernst, President

STATE OF NEW YORK }  
COUNTY OF ERIE }

On the 21st day of October, 1993, before me personally came Norman F. Ernst, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Erie, State of New York; that he is the President of **NOVA CASUALTY COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF NEW YORK }  
COUNTY OF ERIE }



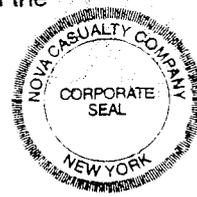
*Kathleen A. Courtney*

Kathleen A. Courtney  
Notary Public, Erie Co., NY  
My Commission Expires July 25, 1994

**CERTIFICATE**

I, the undersigned, duly elected to the office stated below, now the incumbent in **NOVA CASUALTY COMPANY**, a New York Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and Sealed at the City of Buffalo. Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



*Christopher C. Hoover*

Christopher C. Hoover, Treasurer

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Nova Casualty Company.